

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPSAL No. 14-02-01

4th of July Fireworks Displays

RFP OPENING: April 3, 2014, 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 14-02-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

4th of July Fireworks Displays

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), April 3, 2014, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

The Town's contact person for this RFP is:

Bud Bentley, Assistant Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4212
Fax: 954-640-4236
Email: ATM@LBTS-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk (4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308. Telephone: 954-640-4200 and Fax: 954-4236).

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea (**Town**) is a seaside community with a permanent population of about 6,000 that increases to about 9,000 during the winter season.

The Town is seeking proposals from qualified firms to provide all materials and services necessary to produce a safe custom aerial fireworks display at the Lauderdale-By-The-Sea beach on July 4th in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

The Town anticipates entering into a three (3) year agreement, with two optional one (1) year extensions. The first fireworks display will be on July 4, 2014.

B. BUDGET AND SELECTION CRITERIA

The Town's budget for the July 4, 2014 aerial fireworks display is \$20,000. The Town will not consider proposals that exceed this amount and such proposals received by the Town shall be deemed non-responsive. There is no value or benefit to the Proposer to bid less than the budgeted amount. The Town intends to budget \$20,000 for the 2014, 2015 and 2016 fireworks displays.

RFP Form C provides the Proposer the opportunity to propose an increase to the contract price in the optional renewal years.

The Town will select the Proposer offering the maximum value for the budgeted price. The Town will consider the variety of color, mortar size, and overall effect of the proposed fireworks show. The evaluation criteria are set forth in Part, II, Section M of this RFP.

C. LAUNCH SITE

For the last two years, the Town has used the beach to launch the fireworks display. The launch site is shown in Picture 1 and is about 1100 feet north of the pier – on the beach, east of 4520 El Mar Drive. Access is directly from El Mar Drive.

The GIS coordinates are: 22°11'23.90" North Latitude, 80°5'39.84" West Longitude.

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Picture 1 – Launch Site



The Town will control access to the firing area and provide police and fire protection during the event.

Note: Prior to using the beach (Picture 1), for several years the Town contracted with Anglin's Fishing Pier to launch from the Pier. It is anticipated that the Town will continue to launch from the beach; however, this RFP and the Fireworks Contract that may be awarded as a result of this RFP (the "Contract") has language that provides for the Town to move the launch area at its sole discretion. The Contract provides if the Launch Site is moved that the Contractor has the opportunity to negotiate a reasonable compensation adjustment if it has documented increased costs.

D. SCOPE OF WORK

Design and furnish a custom aerial fireworks display consisting of a grand opening, aerial display and grand finale.

The Fireworks Display to be provided by the Proposer shall include all labor, equipment, materials, and other miscellaneous items necessary to provide a first-class aerial fireworks display of at least 20 minute duration, and includes transportation, set-up, firing, and clean-up of the area.

Proposer shall provide all services in a professional manner by trained and qualified employees and contractors.

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Meet with Town staff as necessary to address all logistical issues.

Storage of Fireworks: Any storage of fireworks within the Town must be approved by the Town's Fire Department.

Permits: The Proposer shall secure any and all necessary and required permits and permissions to conduct the fireworks show, including, by example and not limitation, all Federal (Environmental Protection), State, County and Town Permits. All permits issued by the Town will be provided without cost to the Proposer.

Note: The Town will secure the Florida Department of Environmental Protection permit necessary to launch the fireworks from the beach.

Set-up and Clean-Up:

Proposer shall be responsible for all set-up, breakdown and clean up of the areas used by the Proposer. The timing of the delivery of the fireworks to the firing location shall be coordinated with the Town to ensure maximum public safety.

The Proposer shall also be responsible for the removal and disposal of all spent casings and debris created by the display. The firing location must be restored to its original condition after the show. Proposer shall conduct a search of the fallout area and beach at first light following the nighttime display and remove any shell debris.

Proposer shall remove all dud material. The Proposer shall search the fallout area for duds immediately after the show using adequate lighting to ensure that the material is readily visible. All dud material must be disposed of in a safe manner, taking care to ensure against explosions or other similar safety considerations.

Proposer shall describe on RFP Form C how a credit to the contract price for unexploded, unused or misfired shells will be calculated.

Inspections:

Proposer shall be prepared for inspection on the day of the event at a time agreed upon between Proposer and Fire Chief or Designee to inspect and count the shells. Proposer shall provide total access to the Town Fire Marshall at all times on the day of the display.

All firework shells and boxes shall be clearly marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. All types of firework shells used shall have been tested and assigned "EX" numbers by the appropriate regulatory agency.

Proposer shall email to designated Town staff by June 27, 2014, a detailed, itemized, inventory shipping list of all shells for the fireworks display. The fireworks material list will be compared to actual inventory on site and shells originally bid. Failure to deliver and ignite and launch all shells will result in a prorated amount being paid to the

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Proposer. The Fire Marshall shall verify the shell count after the show.

Safety Zone: The Town understands that NFPA Code 1123-1995 requires a safety zone of 70 feet per inch of fireworks and Town understands from past approvals that the firing area conforms to this requirement. Proposer will adjust the fireworks display for the event as necessary in order to comply with the NFPA standards.

E. PROPOSAL CONTENTS

The Proposer shall provide the following information for submission of a responsive Proposal to the Town:

1. Proposer shall describe in its proposal the offered fireworks display (grand opening, main program, and grand finale).
2. Proposer shall offer a variety of shell types. Shells must have different functions, patterns of break, colors and sizes.
3. Proposer shall include in its proposal a complete list describing all of the shell types offered and include quantity, item/description, and size of shell or effect.
4. Proposer shall describe in its proposal the timing of fireworks display and what constitutes dead time or a delay in firing and what adjustments to the contract price shall be made for significant delay to the show start or excessive dead time.
5. The show is required to be shot electrically and the proposal shall describe the firm's requirements for electrical firing systems and equipment. Proposer shall describe in its proposal the alternative method(s) it would use to complete the show in the event of a fault in the system.
6. List any exceptions that the Proposer takes with the 2014-2016 Fireworks Display Agreement.

Note: The Town in its discretion may reject any exceptions taken to the Agreement, and any exceptions taken by Proposer are at the sole risk of Proposer.

7. Includes RFP Forms A, B, C & D.

F. TECHNICAL REQUIREMENTS

The Town requires a minimum of five (5) years of experience for Proposers due to the high-risk nature of the Work. The Proposer must demonstrate that Proposer, or the principals assigned to this project, has successfully completed services similar to those specified in this RFP, to at least one customer similar in size and complexity to the Town.

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In no case will the award be made until all necessary investigations have been made into the responsibility of the Proposer and the Town Manager is satisfied that the Proposer is qualified to do the Work and has the necessary organization, capital and equipment to carry out the Work in the specified timeframes.

- G. ***Licenses and Permits:*** Proposer represents that it holds the licenses (“Licenses”) required by the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms to perform the Work. Proposer warrants and represents to Town that the License shall be in full force and effect on the date of performance and further represents that it holds and will hold on the day of performance any other licenses required by any other governmental authority or agency to perform the Work. Proposer will provide Town with copies of any License renewals and any additional permits that may be required during the term of the contract.
- H. ***Cancellation or Postponement of Events:*** Town has the right to cancel or postpone the performance at any time for any one of the following reasons: (a) inclement weather; (b) winds exceeding 20 miles per hour; or (c) governmental prohibition of fireworks displays due to inadequate rain, excessive dryness or other causes. If Town cancels the event, Town will pay the agreed upon cancellation fee. Town reserves the right to postpone the event until July 5 and Proposer agrees to perform on that date.

Proposer shall specify on RFP Form C the fees, if any, for cancellation or postponement and describe how such fees are calculated.

I. INSURANCE AND LICENSES

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$10,000,000 combined single limit of insurance per occurrence and \$10,000,000 in the general aggregate for Bodily Injury and Property Damage and \$10,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers’ Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.
4. **Professional Liability** – \$100,000/\$500,000/\$1,000,000.

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The Proposer shall require all of its subcontractors to provide the same specified coverage as well as any other coverage the Proposer may consider necessary, and any deficiency in subcontractor coverage or policy limits shall be the sole responsibility of the Proposer.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea and the Lauderdale-By-The-Sea Volunteer Fire Department as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. In the event the launch site is relocated on private property, the Proposer shall be required to name the property owner as additional insured as well. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

Claim Record: The top ranked Proposer shall, **prior to contract award**, provide its insurance claims record for the last three (3) years. Information required includes, but is not limited to, the name of cities where Proposer provided displays resulting in a claim; and a brief description of the claims. The Town reserves the right to cease negotiations with the top ranked firm and commence negotiations with the next highest ranked Proposer in the event the Town determines, in its sole discretion, that the initial top ranked Proposer has an insurance claims history that is unacceptable to the Town.

- J. **Execution of Contract:** The award of the contract will be to the responsive and responsible Proposer who presents the best value to the Town based on the Town's specified budget, and whose qualifications and Proposal indicate the award will be in the best interest of the Town.

The successful Proposer shall, within fifteen (15) days of receipt of a written notice of award of the contract, deliver to the Town a fully executed contract in a form approved by Town Attorney and all requested certificates of insurance.

NOTE: A draft of the 2014-2016 Fireworks Display Agreement is included in Appendix B. Please note in your proposal any exceptions that the Proposer takes with any provision in the draft 2014-2016 Fireworks Display Agreement in Appendix B.

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- K. Compliance with Law and Other Requirements:** Proposer will comply with all governmental and third party requirements and standards now in effect or enacted during the term of the contract award and applicable to Proposer, its employees, agents, and subcontractors, with respect to the Work, including the standards of the National Fire Protection Association (“NFPA”). The Proposer is assumed to be familiar with and shall comply with all applicable Federal, State, and local laws, including, without limitation, N.F.P.A. Code 1123 and the Florida Building Code as adopted by Broward County, ordinances, rules, and regulations that may in any manner affect the Work. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123 and the South Florida Fire Code Section 5238.

END OF PART I

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Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

The Town's contact person for the purpose of this RFP shall mean:

Bud Bentley, Assistant Town Manager

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

Telephone: 954-640-4212.

Fax: 954-4236

Email: ATM@LBTS-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their

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proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries regarding this RFP to the attention of the City Clerk. Please mark the correspondence "RFP No. 14-02-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the due date for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea

RFP No. 14-02-01

Project: 4th of July Fireworks Displays

Submitted by: _____

Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the Proposer unopened.

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Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Response is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town's opening of the Proposals. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the Proposal must fully respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

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The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer shall include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- Copy of all licenses (“Licenses”) required by the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms to perform the Work.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town’s primary contact and provide the person(s’) background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each governmental entity.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be

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provided. Proposers shall include the required information from Part I, Section E of this RFP in this Section of the Proposal.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations from qualified firms prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the requested services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following Proposal opening. The Town may desire to award a contract after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

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5. Proposer's Certification Form:

Each proposer shall complete and submit the "Proposer's Certification" form included as RFP Form D.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any

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compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria set forth in this section. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:
 - A. ability to meet set standards;
 - B. availability of qualified personnel
 - C. compensation.
 - D. expertise of personnel;
 - E. financial resources and capabilities;
 - F. past contracts with other governmental jurisdictions;
 - G. past performance records;
 - H. qualifications of Proposer;
 - I. references;
 - J. related experience in Florida;
 - K. technical soundness of proposal; and,
 - L. past history of meeting required time frames.

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2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer without requiring presentations or shortlisting firms. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.

July 4th Fireworks Display

Lauderdale-By-The-Sea RFP No. 14-02-01

Part II –General Information

7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

Please note in your proposal any exceptions that the Proposer takes with any provision in the draft 2014-2016 Fireworks Display Agreement in Appendix B.

End of Part II

July 4th Fireworks Display
Lauderdale-By-The-Sea RFP No. 14-02-01, RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town's web site.
<http://www.lbts-fl.gov/town/rfp-page.html>

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. Have you ever failed to complete any work awarded to you? If so, where and why?

July 4th Fireworks Display

Lauderdale-By-The-Sea RFP No. 14-02-01, RFP Forms

11. Provide the following information concerning all July 4th Fireworks Display contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

	July 4 th Fireworks Displays	Contract with (name and location of display):	Contract Term	Contract Amount
1.				
2.				
3.				
4.				
5.				

(Continue list as necessary)

12. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town's web site.
<http://www.lbts-fl.gov/town/rfp-page.html>

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:

July 4th Fireworks Display
Lauderdale-By-The-Sea RFP No. 14-02-01, RFP Forms

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town's web site.
<http://www.lbts-fl.gov/town/rfp-page.html>

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

1. Fireworks Display Cost

July 4 th Fireworks Display	Fee	Adjustment (1)	Total
1. 2014	\$20,000	N/A	\$20,000
2. 2015	\$20,000	N/A	\$20,000
3. 2016	\$20,000	N/A	\$20,000
Option Years			
4. 2017	\$20,000		
5. 2018	\$20,000		
Total	\$100,000		

Footnote: (1) If you propose a CPI adjustment, the Town will use a CPI percentage of 3% per year to calculate the total cost for each proposal that uses a CPI.

2. Cancellation or Postponement Fees

Proposer shall specify below any fees for cancellation or postponement and describe how such fees are calculated.

July4th Fireworks Display
Lauderdale-By-The-Sea RFP No. 14-02-01, RFP Forms

3. Credits

Proposer shall describe here how a credit will be calculated to the contract price for unexploded, unused or misfired shells.

The costs above SHALL be the total of all possible fees to be paid by Town to Proposer.

By: _____ Date: _____

Name: _____ Title: _____

July4th Fireworks Display
Lauderdale-By-The-Sea RFP No. 14-02-01, RFP Forms

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement,

July4th Fireworks Display

Lauderdale-By-The-Sea RFP No. 14-02-01, RFP Forms

not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

The following is provided for your information.

4th of July 2013 Shell List

OPENING: Duration: 30 seconds Total Shells: 220

- 60 Three Inch Titanium Salutes with tails (loud, thundering booms to get the show started)
- 60 Three Inch Color Red, White and Blue Shells with tails coupled with bright colorful flowers
- 100 Silver Chrysanthemums

BODY OF PROGRAM: Duration: 19 minutes Total Shells: 800

- 800 Three Inch Assorted Colors, Patterns and Special Design Shells with tails

MULTI-SHOT DEVICES: 26 Multi-Shot Devices for fans, zippers, etc. fired during the display totaling approx. 4,000 effects.

GRAND FINALE: Duration: 90-100 seconds Total shells: 800

- 100 Three Inch Titanium Salutes with tails (loud, thundering booms)
- 700 Three Inch Assorted Color Shells with tails

TOTAL DURATION: 20 minutes

2014-2016 Fireworks Display Contract

THIS IS AN AGREEMENT dated the ____ day of ____, 2014, between The TOWN OF LAUDERDALE-BY-THE-SEA, Florida, hereinafter referred to as "TOWN," and _____, a Florida corporation, hereinafter "CONTRACTOR."

1. DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 **Town Representative** means the Town Manager or the Assistant Town Manager.
- 1.2 **TOWN** means the Town of Lauderdale-By-The-Sea and its assigns, and/or the Town Commission, as applicable or as indicated herein.
- 1.3 **Contract Documents** refers to this Agreement, the Request for Proposal No. 14-02-01 (**RFP**), attached hereto and incorporated herein as **Exhibit "A"**, Contractor's Proposal related to the RFP, opened March __, 2014, attached hereto and incorporated herein as **Exhibit "B"**, all specifications, Certificate(s) of Insurance, additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement and written amendments thereto, the documents to be submitted hereunder, the RFP, and Contractor's Proposal.
- 1.4 **CONTRACTOR Representative** means _____, Project Manager, or designee.
- 1.5 **Effective Date of the Agreement** means the date on which the Agreement is signed and delivered by the last of the parties.
- 1.6 **Contract Price** means the lump sum price compensation described or identified in Contractor's Proposal, RFP Form Exhibit C.
- 1.7 **Launch Site** means the property that Contractor's launch racks will be located and from which the fireworks display will be fired.
- 1.8 **Project** means the Work collectively described in the Contract Documents.
- 1.9 **Work** means the result of providing materials and performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used for or incorporated in the Project as required by the Contract Documents, including, without limitation as set forth in Exhibit A and Exhibit B hereof.

Lauderdale-By-The-Sea RFP No. 14-02-01

2. CONTRACT DOCUMENTS

The Contract Documents incorporated herewith and as defined above, constitute the entire agreement between TOWN and CONTRACTOR concerning the Work.

3. SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the fireworks spectacular display, including proper set up and post display clean up, as specifically described in the Contract Documents.

4. CONTRACT PRICE

The TOWN shall pay CONTRACTOR \$20,000.00 per year as full compensation for the July 4 fireworks displays, as set forth in RFP Form "C", subject to any applicable adjustments provided for in the Contract Documents.

5. LAUNCH SITE

In the event the TOWN changes the Launch Site, TOWN shall give CONTRACTOR at least sixty (60) days notice from the date the change is effective.

- (a) The TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to a change in the Launch Site. Any request for a compensation increase by CONTRACTOR due to a change in the Launch Site shall be accompanied by documentation detailing the additional expense(s) to the CONTRACTOR.
- (b) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement, then either party has the right to terminate this agreement with 45 days written notice.

6. CONTRACT TERM

This Agreement is for the 2014, 2015 and 2016 July 4th fireworks performances in the TOWN.

This Agreement shall commence on the Effective Date and shall continue thereafter until December 31, 2016 (the "Term"), unless otherwise amended or terminated as set forth in this Agreement.

The TOWN shall have the option to renew this Agreement for two (2) additional periods of one year each ("Renewal Term").

- 6.1 Each Renewal Term shall be upon the same terms, covenants and conditions as set forth in the Contract Documents, except that there will be no further privilege of extension for the Term of this Agreement beyond the Renewal Terms referred to above.
- 6.2 TOWN may exercise its right to an extension of the Term of this Agreement by notifying CONTRACTOR in writing of its election to exercise its option to renew this Agreement. Said notice shall be provided not later than sixty (60) days prior to the expiration of the

Lauderdale-By-The-Sea RFP No. 14-02-01

Term, or any Renewal Term.

7. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for the following:

- 7.1 CONTRACTOR shall obtain all permits and licenses and be responsible for all permit and license fees, except those issued by the Town.
- 7.2 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention as necessary thereto and applying CONTRACTOR'S best skill, attention and expertise at all times. CONTRACTOR shall be responsible for and have control over the techniques and procedures of the delivery and storage of the fireworks and of the performance.
- 7.3 CONTRACTOR shall be responsible to see that the Work complies with all applicable law, including local, state and federal regulation.
- 7.4 If the Town uses private property for the Launch Site, CONTRACTOR will be provided a copy of the License Agreement ("License Agreement") between TOWN and the private property owner. In the event private property is used for the Launch Site, the terms of the License Agreement are hereby incorporated herein and made a part hereof for all purposes and CONTRACTOR agrees to conform to the terms of the License Agreement and TOWN'S obligations therein in all respects, including without limitation, with regard to insurance and delivery of fireworks. The parties agree that breaches of the License Agreement by CONTRACTOR shall be considered a breach of this Agreement as well.
- 7.5 During the progress of the Work, CONTRACTOR shall provide full-time competent Project supervision and any necessary assistants. CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work.
- 7.6 All Work on TOWN'S property or at the Launch Site shall be performed by employees or disclosed subcontractors of CONTRACTOR.
- 7.7 CONTRACTOR shall confine equipment and the storage of materials to the Launch Site or as otherwise directed by TOWN and shall not unreasonably encumber the Launch Site or adjacent areas with equipment or other materials, whether private property or otherwise. CONTRACTOR shall minimize interference with TOWN property or business and that of private citizens, including without limitation the owner and/or lessee of the Launch Site designated for the fireworks performance. CONTRACTOR assumes full responsibility to the owner and occupant for any damage to any land or area resulting from the performance of the Work. Should any claim be made against TOWN by any private owner or occupant due to performance of the Work, CONTRACTOR shall promptly attempt to settle with such party by agreement, or otherwise resolve the claim. The general indemnification provided in this Agreement specifically, and without limitation, applies to claims arising out of CONTRACTOR'S use of the Launch Site and adjacent areas.
- 7.8 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all persons and organizations and real and personal property at the storage location, Launch Site or areas adjacent thereto that are exposed to the Work materials.

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8. DEFECTIVE WORK

If CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way as to conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party. Any such stoppage shall not give rise to a claim of delay, interference, or other claim by CONTRACTOR.

9. INSURANCE

9.1 EACH YEAR DURING THE TERM HEREOF, NO LATER THAN MAY 1, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF LAUDERDALE-BY-THE-SEA, THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, AND, IF APPLICABLE, THE OWNER OF THE LAUNCH SITE IS EACH AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. The certificates of insurance shall name the types of policies provided. CONTRACTOR shall not commence the Work until after CONTRACTOR has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by TOWN.

9.2 The CONTRACTOR shall procure and maintain at its own expense, and keep in effect during the Term of this Agreement, a policy or policies of insurance which include at least the coverage and limits of liability as provided in Exhibit "A".

9.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

9.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties and, if applicable, the private property owner of the Launch Site as the primary coverage for any and all losses covered by the above described insurance.

10. WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

10.1 The CONTRACTOR warrants that all Work will be performed in a professional and first class manner using only new materials of the best quality available and the most current technological resources.

10.2 CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement.

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- 10.3 CONTRACTOR warrants to the TOWN that CONTRACTOR has inspected the Launch Site and has satisfied itself as to the conditions thereof in all respects and agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

11. CONTRACTOR'S INDEMNIFICATION

- 11.1 The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents from and against any and all claims, lawsuits (including appellate level), penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly or indirectly out of the Work or any act or failure to act under this Agreement by CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, lawsuits (including appellate level), penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, and any consequential damages, are included, by example and not limitation, in this indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at CONTRACTOR'S sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by any act or failure to act of CONTRACTOR or any CONTRACTOR'S agents, servants, or employees during the performance of the Work, the TOWN may, through its officials, withhold such payments to CONTRACTOR as long as it may deem necessary for the indemnity of the TOWN. The failure by TOWN to pay in such instance shall not be construed or considered a breach of this Agreement or as a waiver of the indemnity as hereinabove set forth.
- 11.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

12. PAYMENTS TO CONTRACTOR

The TOWN shall make payment to the CONTRACTOR within thirty (30) calendar days of the CONTRACTOR'S invoice for services subsequent to each annual event and approval by the TOWN Manager. The annual payment will be made by check and mailed to CONTRACTOR at the address provided in this Contract. The TOWN may withhold in whole or in part, final payment to such extent as may be necessary to protect itself from loss on account of failure to carry out the Work in accordance with the Contract Documents.

13. TOWN'S TERMINATION OF THIS AGREEMENT

- 13.1 TOWN may terminate this Agreement immediately upon the occurrence of any one or more of

Lauderdale-By-The-Sea RFP No. 14-02-01

the following events:

- 13.1.1 If CONTRACTOR fails to comply with any laws or regulations of any public body having jurisdiction, including local, state and federal regulations and guidelines, or acceptable safety practices.
 - 13.1.2 If CONTRACTOR otherwise violates any provisions of the Contract Documents.
 - 13.1.3 If the TOWN fails to appropriate funds for the annual fireworks show, TOWN shall give notice to CONTRACTOR within thirty (30) days of TOWN'S adoption of its annual budget, which occurs each year in September.
- 13.2 Upon seven (7) calendar days Written Notice to CONTRACTOR, TOWN may, terminate this Agreement for TOWN'S convenience. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time. CONTRACTOR shall be paid for Work completed to date upon a showing of expenses incurred specifically on behalf of TOWN, but shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. **NOTICE**

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Facsimile: 954-640-4236

Copy to: Susan L. Trevarthen, Town Attorney
200 East Broward Blvd. Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954-763-4242
Facsimile: 954-764-7700

For CONTRACTOR:

Written Notice shall be deemed to be duly served if delivered in person to the individual or to an officer of the corporation or entity for whom it is intended, or if delivered at or sent by certified mail, return receipt requested, to the last business address provided in writing to the other party.

Facsimile, electronic or telephonic transmission shall not be considered as written notice.

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15. **MISCELLANEOUS**

- 15.1 CONTRACTOR shall not assign or transfer this Agreement or its rights, title or interests therein without TOWN'S prior written approval, which may be withheld for any reason.
- 15.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Broward County, Florida.
- 15.3 Should the Court determine that any part, term or provision of this Agreement is invalid, illegal or in conflict with any Federal, State or local law, the validity of the remaining portion or provisions of this Agreement shall not be affected thereby.

16. **ATTORNEYS' FEES**

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including the fees and expenses of any paralegal, law clerks, and legal assistants, and including fees and expenses charged for representation at the trial level, in all appeals, and in any bankruptcy proceedings.

17. **WAIVER OF JURY TRIAL**

The TOWN and CONTRACTOR irrevocably and knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

18. **SURVIVAL OF PROVISIONS**

Any terms and provisions that require acts of the CONTRACTOR beyond the termination or expiration of this Agreement, including, without limitation, any insurance and indemnification provisions, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement, in duplicate.

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

ATTEST:

BY: _____

Constance Hoffmann, Town Manager

Date: _____, 2014

_____, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Lauderdale-By-The-Sea RFP No. 14-02-01

Insert Name of Company.

WITNESS:

Signature of Witness

_____, insert title _____

Printed Name of Witness

(Corporate Seal)

_____, Corporate Secretary

EXHIBIT A

The RFP

EXHIBIT B

The Proposal